

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 08/25/2011		2. CONTRACT NO. (If any) GS00Q09BGD0022		6. SHIP TO: a. NAME OF CONSIGNEE Multiple Destinations	
3. ORDER NO. EP-G11H-00154		4. REQUISITION/REFERENCE NO. PR-OEI-11-00908			
5. ISSUING OFFICE (Address correspondence to) HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460				b. STREET ADDRESS	
				c. CITY	d. STATE e. ZIP CODE
7. TO: a. NAME OF CONTRACTOR CGI FEDERAL INC.				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 12601 FAIR LAKES CIRCLE GWAC SOLUTIONS CENTER				<input type="checkbox"/> a. PURCHASE REFERENCE YOUR: <input checked="" type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY FAIRFAX		e. STATE VA	f. ZIP CODE 220334902		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OEI Office of Info. Collection	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS					
12. F.O.B. POINT Destination					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination	b. ACCEPTANCE Destination				
16. DISCOUNT TERMS					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 145969783+4797 Confirming Order Placed With: STEVE WINTERS, Do Not Duplicate Central Data Exchange (CDX) Support Services TOPO: Michael Hart Max Expire Date: 01/01/2017 Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME RTP Finance Center						\$107,163,227.00
	b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive						\$107,867,227.00
c. CITY Durham		d. STATE NC	e. ZIP CODE 27711				17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
Deborah Darry
TITLE: CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/25/2011	CONTRACT NO. GS00Q09BGD0022	ORDER NO. EP-G11H-00154
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: HPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460 Period of Performance: 01/01/2012 to 12/31/2017</p> <p>Central Data Exchange (CDX) Support Services in accordance with the Performance Work Statement, Tasks 2 - 7 Base Period Years 1 - 3. From January 1, 2012 - December 31, 2014.</p> <p>Accounting Info: 11-12-B-18CB-ZZZHF1R-2505-1118CBE074-0 01 BFY: 11 EFY: 12 Fund: B Budget Org: 18CB Program (PRC): ZZZHF1R Budget (BOC): 2505 Job #: LCBD0000 DCN - Line ID: 1118CBE074-001 Funding Flag: Complete Funded: \$159,941.00 Accounting Info: 11-12-B-18CB-ZZZHF1R-2505-1118CBE074-0 02 BFY: 11 EFY: 12 Fund: B Budget Org: 18CB Program (PRC): ZZZHF1R Budget (BOC): 2505 Job #: LCBM0000 DCN - Line ID: 1118CBE074-002 Funding Flag: Complete Funded: \$161,942.00 Accounting Info: 11-12-B-18CB-ZZZHF1R-2505-1118CBE074-0 03 BFY: 11 EFY: 12 Fund: B Budget Org: 18CB Program (PRC): ZZZHF1R Budget (BOC): 2505 Job #: LCBMSC00 DCN - Line ID: 1118CBE074-003 Funding Flag: Complete Funded: \$10,202.00 Accounting Info: 11-T-18CB-ZZZHF1R-2505-1118CBE074-004 BFY: 11 Fund: T Budget Org: 18CB Program (PRC): ZZZHF1R Budget (BOC): 2505 Job #: LCBD0000 DCN - Line ID: 1118CBE074-004 Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/25/2011	GS00Q09BGD0022	EP-G11H-00154

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Funding Flag: Complete Funded: \$69,659.00 Accounting Info: 11-T-18CB-ZZZHF1R-2505-1118CBE074-005 BFY: 11 Fund: T Budget Org: 18CB Program (PRC): ZZZHF1R Budget (BOC): 2505 Job #: LCBDS00 DCN - Line ID: 1118CBE074-005 Funding Flag: Complete Funded: \$8,152.00 Accounting Info: 11-T-18CB-ZZZHF1R-2505-1118CBE074-006 BFY: 11 Fund: T Budget Org: 18CB Program (PRC): ZZZHF1R Budget (BOC): 2505 Job #: LCBM0000 DCN - Line ID: 1118CBE074-006 Funding Flag: Complete Funded: \$242,058.00 Accounting Info: 11-T-18CB-ZZZHF1R-2505-1118CBE074-007 BFY: 11 Fund: T Budget Org: 18CB Program (PRC): ZZZHF1R Budget (BOC): 2505 Job #: LCBMSC00 DCN - Line ID: 1118CBE074-007 Funding Flag: Complete Funded: \$52,046.00					
0002	Central Data Exchange (CDX) Support Services in accordance with the Performance Work Statement, Tasks 2 - 7 Option Period 1, Year 4. From January 1, 2015 - December 31, 2015. (Option Line Item) 11/01/2014				34,299,059.00	
0003	Central Data Exchange (CDX) Support Services in accordance with the Performance Work Statement, Tasks 2- 7 Option Period 2, Year 5. From January 1, 2016 - December 31, 2016. (Option Line Item) 11/01/2015				35,097,743.00	
0004	Central Data Exchange (CDX) Support Continued ...					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$107,163,227.00

ORDER FOR SUPPLIES OR SERVICES

SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 08/25/2011	CONTRACT NO. GS00Q09BGD0022	ORDER NO. EP-G11H-00154
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Services in accordance with the Performance Work Statement, Tasks 2 - 7 Option 3, Year 6, From January 1, 2017 - December 31, 2017. (Option Line Item) 11/01/2016</p> <p>The obligated amount of award: \$704,000.00. The total for this award is shown in box 17(i).</p>				37,766,425.00	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022

Task Order No. EP-G11H-00154

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CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

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CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022 **Task Order No.** EP-G11H-00154

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CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022 Task Order No. EP-G11H-00154

SECTION B - SUPPLIES OR SERVICES AND COST/PRICE

B.1 GENERAL

1. This acquisition was conducted under FAR 16.505(b); to place an order under the GSA Alliant contract for central data exchange services, therefore the competition requirements under Far Part 15.3 did not apply. As such, the government was not obligated to determine a competitive range, conduct discussions with all contractors, or solicit final revised proposals.

2. The EPA Contracting Officer added specific EPA clauses, terms and conditions to the task order as required by EPA's Acquisition Regulation (EPAAR) and the Office of Acquisition Management's (OAM) policy.

3. All clauses in the contractor's existing GSA Alliant Contract that are in effect at the time the EPA CO issues the task order, as well as any and all modification that GSA issues to the base contract during the ordering period are incorporated by reference and shall be in full force and effect.

B.2 COST/PRICE SCHEDULE

The ceiling amount shall include loaded labor (from B.4), indirect handling rates (from B.5), Other Direct Costs (from B.6) and the Contract Access Fee (from B.7). The following ceiling amounts shall apply for payment purposes for the duration of the task order:

Base Period (January 1, 2012 - December 31, 2014)

CLIN	SCHEDULE OF SUPPLIES OR SERVICES	QUANTITY	UNIT OF ISSUE	CEILING AMOUNT
0001	Central Data Exchange (CDX) Support Services in accordance with the Performance Work Statement, Tasks 2 - 7 Base Period, Year 1 - 3 January 1, 2012 - December 31, 2014	36	MO	\$ <u>100,224,459</u>

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES**GSA Alliant Contract No. GS00Q09BGD0022****Task Order No. EP-G11H-00154**Option Period 1 (January 1, 2015 - December 31, 2015)

CLIN	SCHEDULE OF SUPPLIES OR SERVICES	QUANTITY	UNIT OF ISSUE	CEILING AMOUNT
0002	Central Data Exchange (CDX) Support Services in accordance with the Performance Work Statement, Tasks 2 - 7 Option Period 1, Year 4 January 1, 2015 - December 31, 2015	12	MO	<u>\$ 34,299,059</u>

Option Period 2 (January 1, 2016 - December 31, 2016)

CLIN	SCHEDULE OF SUPPLIES OR SERVICES	QUANTITY	UNIT OF ISSUE	CEILING AMOUNT
0003	Central Data Exchange (CDX) Support Services in accordance with the Performance Work Statement, Tasks 2- 7 Option Period 2, Year 5 January 1, 2016 - December 31, 2016	12	MO	<u>\$35,097,743</u>

Option Period 3 (January 1, 2017 - December 31, 2017)

CLIN	SCHEDULE OF SUPPLIES OR SERVICES	QUANTITY	UNIT OF ISSUE	CEILING AMOUNT
0004	Central Data Exchange (CDX) Support Services in accordance with the Performance Work Statement, Tasks 2- 7 Option Period 3, Year 6 January 1, 2017 - December 31, 2017	12	MO	<u>\$37,766,425</u>

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022

Task Order No. EP-G11H-00154

Total All Periods, (January 1, 2012 - December 31, 2017)

CLIN	SCHEDULE OF SUPPLIES OR SERVICES	QUANTITY	UNIT OF ISSUE	CEILING AMOUNT
0001-	Central Data Exchange (CDX) Support			
0004	Services in accordance with the Performance Work Statement, Tasks 2 - 7 Option Period 3, Year 6 January 1, 2012 - December 31, 2017	72	MO	<u>\$207,387,686</u>

B.3 TECHNICAL DIRECTION DOCUMENTS

(a) The Contractor shall perform work under this task order as specified in written Task Technical Direction Documents (TDDs) issued by the Contracting Officer. The Government will issue performance-based, completion type TDDs, either on a firm fixed price or time-and-materials basis. The cumulative value of the technical direction documents for any performance period shall not exceed the established ceiling price for the performance period listed in the schedule. (See Task Order Section B.2)

Each Technical Direction Document ties back to the Quality Assurance Surveillance Plan (QASP) which will include the areas to be measured, the acceptance criteria, and the positive or negative monetary incentive, as well as the specific deliverables required under the TDD. The contractor shall submit its estimate on a FFP or T&M, as applicable with labor categories, labor rates and other direct costs clearly delineated, within ten (10) calendar days of receipt of a TDD request for proposal.

(b) The loaded direct rates included in the contractor's price submission are ceiling rates. The contractor shall review each individual technical Direction Document and propose the rates most appropriate for the requirement. The Government reserves the right to request supplemental data to substantiate any loaded labor rates proposed at the order level and to negotiate loaded labor rates based on price reasonableness or cost realism.

(d) No technical work shall begin on a TDD until such time as the contractor receives written authorization from the CO to proceed.

(e) The Contracting Officer may issue TDDs by facsimile or electronic commerce methods. The Contractor shall acknowledge receipt of the TDD request by facsimile or electronic commerce methods.

(f) Upon successful completion of the TDD, the contractor shall receive the agreed upon amount provided the services delivered were acceptable to the government and the TDD was performed in accordance with the QASP.

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022

Task Order No. EP-G11H-00154

(g) In addition to the services/effort specified in the TTDs, the Contractor shall provide the reports and other deliverables stipulated in **Section F DELIVERIES OR PERFORMANCE**.

B.4 LOADED HOURLY FIXED LABOR RATES

The Contractor's Fixed Rate Schedule is incorporated by reference.

The term "Fixed Rates" represents the maximum loaded labor rates to be billed under this task order. The fixed rates specified in the contractor's Cost Price Volume II (pages 38 - 40) shall apply for payment purpose for the duration of the task order.

B.5 CEILING INDIRECT HANDLING RATES

The term "ceiling indirect handling rates" represents the maximum indirect handling rates to be billed under this task order. The maximum indirect handling rates specified in the contractor's Cost/Price Volume II (page 21) shall apply for payment purpose for the duration of the task order.

B.6 OTHER DIRECT COSTS

(a) Other Direct Costs (ODC), in the amount listed below, is included in the total maximum dollar value for each period of performance of the task order. Offerors shall include the specified amounts in the offeror's total estimated cost for each period of performance. The specified amounts are the maximum ceiling dollar amounts that the contractor shall not exceed. These amounts are not guaranteed to the task order awardee but are maximum dollar ceilings for each 12-month period of performance inclusive of the contractor's indirect handling rates. The ODC pool is inclusive of travel and per diem, local travel, communications, supplies and materials, reproduction, and other ODCs. The Government shall not reimburse the contractor for any dollar amount in excess of the ceiling amounts specified below.

Base Period of Performance, Year 1
Base Period of Performance, Year 2
Base Period of Performance, Year 3
Option 1, Period of Performance, Year 4
Option 2, Period of Performance, Year 5
Option 3, Period of Performance, Year 6

NOT-TO-EXCEED

(b)(4)

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022

Task Order No. EP-G11H-00154

(b) The contractor shall submit all requests for reimbursement for all ODCs items at least one week in advance, unless otherwise authorized in writing by the CO, to the Task Order Contracting Officer Representative (TOCOR) and CO. The TOCOR will review the contractor's request and make a recommendation to the CO. The CO will provide the contractor with a written e-mail approval or disapproval of the contractor's request, and the contractor shall not incur any costs for an ODC prior to receiving the CO's approval.

(c) Any costs that the contractor incurs prior to receiving the CO's e-mail approval may be disallowed by the CO.

(d) The contractor shall ask, prior to any meeting between contractor and Government personnel, including the contractor's subcontractor personnel, whether the meeting will be via a telephone conference call, video conference call or in person.

B.7 CONTRACT ACCESS FEE

The Contract Access Fee (CAF) is $\frac{3}{4}$ of a percent (i.e., 0.0075) to be applied to the total price/cost for contractor performance as billed to the Government. The formula is: Total CAF=Total Price or Costs x CAF Percentage. The Contractor Access Fee for this order shall not exceed \$150,000.00 annually or \$900,000.00 over the full term of this order.

The contractor shall propose CAF as a part of their loaded hourly labor rate under Contract Line Item Numbers (CLINs) 0001, 0002, 0003 and 0004 in accordance with the price schedule B.4 entitled "Fixed Rates". The contractor shall remit the CAF to GSA in accordance with Section G.9.5 of the Alliant Master Contract.

B.8 LIMITATION OF THE GOVERNMENT'S OBLIGATION

(a) The Government reserves the right to incrementally fund this task order.

(b) The contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the task order. The allotment schedule is established as follows:

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022 Task Order No. EP-G11H-00154

Base Period January 1, 2012 - December 31, 2014

Base Amount	This Action	Total Funding
<u>\$0.00</u>	<u>\$704,000.00</u>	<u>\$704,000.00</u>

The contractor will not be obligated to continue work beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated in any event to reimburse the contractor in excess of the amount allotted to the task order. As used in this clause, the total amount payable by the Government in the event of termination are costs incurred as of the date of termination plus reasonable estimated termination costs.

(c) Notwithstanding the date specified in the allotment schedule in this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the government including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the task order for the contractor's performance. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance. If after such notification, additional funds are not allotted by the date identified in the contractor's notification, the Contracting Officer will execute the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that the Government will allot additional funds for continued performance of the task order and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of performance and the Contracting Officer will modify the task order accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance, the contractor incurs additional costs or is delayed in the performance of the work under the task order and if additional funds are allotted, the Contracting Officer will make an equitable adjustment. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022 Task Order No. EP-G11H-00154

(f) The Government may, at any time prior to termination, allot additional funds for the performance of the task order.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Termination for Cause." The provisions of this clause are limited to the work and allotment of funds for the task order. This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate the task order pursuant to the clause entitled "Termination for Convenience of the Government."

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022 Task Order No. EP-G11H-00154

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 TASK ORDER PERFORMANCE STATEMENT OF WORK

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Performance Work Statement included in Attachment 1.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document

CENTRAL DATA EXCHANGE (CDX) SUPPORT SERVICES - TASK ORDER CLAUSES

GSA Alliant Contract No. GS00Q09BGD0022 Task Order No. EP-G11H-00154

under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's submission in response to the task order request for proposal dated April 11, 2011 is incorporated by reference and is made a part of this task order. In the event of any inconsistency between the provisions of this task order and the Contractor's proposal submission, the task order provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

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(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record keeping; or any other automated information services.

(5) Services that are subject to the Brooks Act of 1965, as amended (Pub. L. 89 306).

(b) General. The contractor shall perform any IRM related work under this task order in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. The contractor shall check the listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work are those in effect on the date of the task order award or upon the date of EPA-wide changes to those directives, whichever comes later.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) Enterprise Architecture (EA). Contractors performing IRM activities on behalf of the Agency shall conform with EPA's Enterprise Architecture as specified in EPA's EA Status Report found on EPA's internet website - <http://www.epa.gov/docs/irmpoli8>.

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(4) Earned Value Management (EVM). Contractors performing IRM activities on behalf of the Agency shall conform to EPA's Earned Value Management Systems requirements, shall be in compliance with the ANSI/EIA Standard 748-A, and shall conform to all EPA governing documents associated with EPA's Information Technology (IT) infrastructure. EPA's EVM Procedures, dated December 30, 2004, includes all the requirements for this paragraph and may be found on EPA's internet website - <http://www.epa.gov/docs/irmpoli8>.

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204M
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 564-9629

(d) Electronic Access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>

C.5 ADDITIONAL INFORMATION REGARDING EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (IRM)

(a) The Contracting Officer reserves the right to update the Task Order whenever Environmental Protection Agency (EPA), the Office of Management and Budget (OMB) and/or the Office of Federal Procurement Policy (OFPP), policies, procedures and regulation changes.

(b) The Contracting Officer will provide the contractor with an opportunity to respond to changes to the policy procedures; however, the contractor shall comply immediately to these changes unless the Contracting Officer directs otherwise or provides the contractor with a specific written exemption.

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(c) The Contracting Officer will provide hard copies of any IRM policies to the contractor upon request or when a change to IRM policy is unavailable but applicable to contractor performance.

C.6 SECTION 508 COMPLIANCE

All deliverable shall be in compliance with the Section 508 Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of 508 standards, which can be found at: <http://www.access-board.gov/sec508/guide>.

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SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

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SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR
52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED PRICE

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SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 MONTHLY PROGRESS AND FINANCIAL REPORTS

(a) The contractor shall furnish one (1) electronic copy of the Monthly Progress Report (MPR) and one (1) copy of the Monthly Financial Report (MFR) stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task area and/or ODC item(s).

(d) The report shall specify financial status for the task order as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative task order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount

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is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) For Fixed-Price portion of the monthly reporting period for each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the task order prime contractor and for each of the prime contractor's subcontractors.

(iii) For the cumulative task order period of performance: the awarded amount, expended and remaining cost for the prime contractor, and each of the prime contractor's subcontractors.

(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(4) For the optional quantity portion of the monthly reporting period in each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the prime contractor and each of the prime contractor's subcontractors.

(iii) For the cumulative task order period of performance and the cumulative task order life display: the awarded amount, expended and remaining cost for the prime contractor, and each subcontractor.

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(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(e) The report's financial status shall specify:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on accepted submission incorporated into the task order or the revised amount, if applicable, (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the task order amount, less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out for the prime contractor and each subcontractor.

(iii) For the current reporting period, cumulative task order period, and the cumulative task order life display: the negotiated, expended and remaining direct labor hours and costs broken out by task order labor hour category for the prime contractor and each subcontractor.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining costs for the fixed-price portion of the task order and the direct labor hours and costs for any exercised optional quantities to complete the task order.

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(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(5) A list of deliverables for the task order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of the Government's Obligation" requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the TOCOR and CO within seven (7) business days each month after the close of the contractor's billing cycle and in accordance with the clause "Submission of Invoices" following the first complete reporting period of the task order.

F.3 DELIVERABLES

The following table contains the basic deliverables required under the order. Additional deliverables may be specified within the technical direction documents. The Government does not waive its right to request deliverables under the order, even if such requirements are not specifically listed in this table.

ID	Section	Deliverable Title	Frequency*	Deliver To
1	Clause B.3	Response to Technical Direction Documents	As Required	TOCOR, ACO
2	PWS Sec. 7.5	Program Management Plan	As Required	TOCOR, ACO
3	PWS Sec. 7.4.1	Incoming Transition Plan	As Required	TOCOR, ACO
4	PWS Sec. 7.2	Final Resource Plan	As Required	TOCOR, ACO
5	PWS Sec. 7.3	Communications Plan	As Required	TOCOR, ACO
6	PWS Sec. 7.6	Revised Quality Control Plan	Every 6 months if required	TOCOR, ACO
7	PWS Sec. 7.1.1	Monthly Progress Report (MPR)	Monthly	TOCOR, ACO
8	PWS Sec. 7.1.2	Monthly Financial Report (MFR)	Monthly	TOCOR, ACO
9	PWS Sec. 2.1.5	Inventory Report	Monthly	TOCOR, ACO
10	PWS Sec. 7.1.3	Adhoc Reports	As Required	TOCOR, CORs

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11	Clause G.5	Government Property Report	October 5	PA, TCOR, ACO
12	PWS Sec. 7.4.2	Outgoing Transition Plan	120 Days prior to task order expiration	TOCOR, ACO

F.4 WORKING FILES

The contractor shall maintain accurate working files, (by task area in Section C Statement of Work,) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this task order. The contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.5 PERIOD OF PERFORMANCE

The effective period of this task order is from January 1, 2012 through December 31, 2014.

F.6 PLACE OF PERFORMANCE

The place of performance and/or delivery requirements shall be within the Washington D.C. Metropolitan Area.

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF INVOICES

In order to be considered properly submitted, an invoice or request for task order financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the task order, an invoice or request for task order financing payment shall be submitted as an original and one copy. The contractor shall submit the invoice or request for task order financing payment to the following offices/individuals in the task order: the original and two copies to the Accounting Operations office shown in Block 25 on the cover of the SF 33 and an electronic copy each to the Task Order Contracting Officer's Representative and Contracting Officer.

(b) The contractor shall prepare its invoice or request for task order financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The contractor may submit self-designed forms which contain the required information.

(c) (1) The contractor shall prepare a task order level invoice or request for task order financing payment in accordance with the invoice preparation instructions identified as a separate attachment to the task order.

(c) (2) The invoice or request for task order financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the task order period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in

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(c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for task order financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for task order financing payment are required for charges applicable to the basic task order and each option period.

(f) (1) Notwithstanding the provisions of the clause of the contractor's GSA contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for task order financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this task order.

(f) (2) The contractor's invoice shall have the same ending period of performance as the monthly progress report.

(f) (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for task order financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.2 CONTRACTING OFFICER'S REPRESENTATIVES

The Contracting Officer's Representative (COR), the Task Order COR (TOCOR), the Alternate TOCOR(s), the Contract Specialist (CS) and Contracting Officer (CO) for this task order are as follows:

CONTRACTING OFFICER'S REPRESENTATIVE (TOCOR)

TASK ORDER COR (TOCOR)

Michael Hart (Mike)

Email: hart.michael@epa.gov

Phone: (202) 566-1696

Fax: 202-731-5236

Location/Office: OEI/OIC/IESD/IETB

EPA West Building, 6416J

Washington DC 20004

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ADMINISTRATIVE CONTRACTING OFFICER:

Sandra Ceasar

Email: ceasar.sandra@epa.gov

Phone: (202) 564-5390

Location/Office OARM/OAM/HPOD/IRMPSC

Ronald Reagan Building 7th Floor

Washington, DC 20004

G.3 CONTRACTOR PERFORMANCE INFORMATION

(a) In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR Deviation 1542.15, past performance evaluations shall be prepared and submitted electronically to the Past Performance Information Retrieval System (PPIRS). The process for submitting evaluation reports to PPIRS shall be through use of the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS.

Using CPARS, EPA shall evaluate contractor performance using the following evaluation factors as applicable: Technical (Quality of Product), Product Performance, Systems Engineering, Software Engineering, Logistic Support/Sustainment, Product Assurance, Other Technical Performance, Schedule, Cost Control (Not Applicable for Firm-Fixed Price or Firm-Fixed Price with Economic Price Adjustment), Management, Management Responsiveness, Subcontract Management, Program Management and Other Management, Other Areas, and Utilization of Small Business.

Each evaluation factor shall be rated in accordance with a five scale rating system: Red/Unsatisfactory, Yellow/Marginal, Green/Satisfactory, Purple/Very Good, and Dark Blue/Exceptional, N/A = Not Applicable. Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change assessment status.

(b) The contractor shall designate a representative to whom the evaluation will be sent automatically and electronically. The name, title, e-mail address and phone number of the designated contractor representative shall be provided to the Contracting Officer who will, in turn, provide that information to their CPARS Focal Point administrator for authorization access. Any changes in designated contractor personnel representative shall be the sole responsibility of the contractor to inform the Contracting Officer and the CPARS Focal Point.

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The contractor has thirty (30) calendar days from the date of the contractor's receipt of the Report to review and provide a response to the Contracting Officer regarding the contents of the Report. The response shall be sent through CPARS.

The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) calendar days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the Contracting Officer shall complete the Agency review and finalize the evaluation in CPARS after expiration of the specified 30 calendar days.

If the contractor submits comments, rebuttals (disagreements), or additional information to the Contracting Officer which contests the ratings, the Contracting Officer, in consultation with the contract level Contracting Officer's representative and/or applicable official, shall initially try to resolve the disagreement with the contractor.

If the disagreement is not resolved between the contractor and the Contracting Officer, the matter will be referred, as promptly as possible, to the Reviewing Official (an official at least one level above the Contracting Officer or Contract Specialist) for resolution.

The Agency Reviewing Official shall record a determination in CPARS. The ultimate conclusion on the performance evaluation is a decision of the EPA.

The Contracting Officer shall complete the Agency review and finalize the evaluation in CPARS after the Contracting Officer receives the Agency Reviewing Official's determination.

An interim or final report is considered completed after the Contracting Officer finalizes the evaluation in CPARS.

G.4 GOVERNMENT PROPERTY (EPAAR 1552.245-70) (SEP 2009) DEVIATION

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate

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equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the ''Government Property'' clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the ''Government Property'' clause.

The ''EPA Contract Property Administration Requirements'' provided below apply to this contract.

U.S. Environmental Protection Agency

Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. *Contract Property Administration (CPAR)*

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration.

Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor

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and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation (s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. *Requests for Government Property.*

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as, all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property

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before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. Records of Government Property.

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. Inventories of Government Property.

The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. Reports of Government Property. EPA requires an annual summary report, for each contract, by contract number, of Government property in the

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contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

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8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. *Reporting.*

(i) EPA. Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1 (j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arinet.gov/far/current/html/FormsStandard54.html>.

Superfund property must contain a Superfund notification and the following language must be displayed on the form: 'Note to CO: Reimbursement to the EPA Superfund is required.'

(ii) DCMA. If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. *Disposition Instructions.*

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

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(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) *Sale.* If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment.* Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination.* In addition to the requirements of the "Government Property" clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout.* The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA.

In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be

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disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

Attachment 1

Required Data Element- In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material):

Name and address of the administrative Contracting Officer;

Name of the contractor representative;

Business type;

Name and address of the contract property coordinator;

Superfund (Yes/No);

No. of Subcontractor/Alternate Locations

Note: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 QUALITY CONTROL PLAN

The contractor shall prepare a Quality Control Plan in accordance with the Performance Work Statement section 7.6.

The contractor shall propose performance metrics and identify appropriate performance measures and incentives/disincentives aligned with the objectives of this Task Order related to quality and timeliness of deliverables and the process improvements that lead to the achievement of the outcome. The contractor is allowed to propose additional performance metrics taking into consideration the Government has provided CDX performance metrics (section 7.10 of the PWS). The Government and the awardee will agree on the performance metrics within 6 months of task order award. The CO will incorporate the approved QCP into the task order in a task order modification.

H.2 CONTRACTOR CAPABILITIES MATURITY MODEL INTEGRATION (CMMI) REQUIREMENT

The contractor shall have a maturity level rating or capability level achievement profile that meets or exceeds Level 3 using a full benchmarking class of appraisal defined as a Class A appraisal. The appraisal of the contractor shall conform to the requirements defined in the Appraisal Requirements for CMMI (ARC) document. If subcontractors are used and not appraised to be at Level 3 as previously described, the prime contractors shall be responsible for ensuring their subcontractors follow the prime's CMMI Level 3 processes. It is the contractor's responsibility to maintain their CMMI Level 3 assessment. See <http://www.sei.cmu/cmmi/tools/appraisals/pars.cfm>

H.3 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER

(a) For EPA contracts and task orders valued at \$1,000,000.00 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the task order.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

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H.4 PRINTING

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

"Incidental" means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) *Prohibition.*

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is

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responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify

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the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.5 TRAVEL REQUIRED BY CONTRACTOR STAFF

Contractor staff may be required to travel in support of this Task Order. The contractor shall generate and submit to the TOCOR, a detailed Trip Report within five working days of completing the travel. The trip report shall

contain the purpose of the trip, its length, location visited, issues/information obtained on the trip, action items and recommendations resulting from the trip that impact the services being delivered.

H.6 TRAINING

The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Performance Work Statement. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the TOCAR and/or Contracting Officer.

The contractor may include a request to use Government facilities for EPA-requested training only. The use of Government facilities for any other training is prohibited.

If a need arises for Government-unique training, the contractor shall submit a request to the Contracting Officer who will provide the contractor with written approval or disapproval of the request. Approval of a task order quote that includes training as another direct cost element shall not be

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construed to mean the training is approved; i.e., the contractor shall obtain written approval for the training as described. Training billed as a direct cost shall be disallowed unless approved in writing in advance by the Contracting Officer.

H.7 SECURITY REQUIREMENTS

(a) This clause applies to the extent that this task order involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

H.8 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The

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CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(3) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204 Washington, D.C. 20460.

H.9 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

If the contractor is required to have access to confidential business information (CBI) during the performance of this task order, the contractor shall not have access to any CBI submitted to EPA under any authority until the contractor obtains from the Task Order Contracting Officer's Representative a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.10 CONTRACTOR EMPLOYEE CONFIDENTIALITY AGREEMENT

(a) The contractor recognizes that contractor employees in performing this task order may have access to data, either provided by the Government or first generated during task order performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this task order.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the

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contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the contractor under this task order, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer (CO). If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to

prevent such disclosure. Such agreements shall be effective for the life of the task order and for a period of five (5) years after completion of the task order.

(c) The EPA may terminate this task order for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA CO, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this task order.

(d) The contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the CO.

H.11 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

(a) In addition to the requirements of the task order clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this task order shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the task order.

(b) The contractor agrees to notify immediately the EPA Task Order Contracting Officer's Representative (TOCOR) and the Contracting Officer (CO) of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this task order, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this task order, when such conflicts have been reported to the contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the

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objectivity of the employee, subcontractor employee, or consultant in performing the task order work.

(c) The contractor agrees to notify the TOCOR and CO prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the task order begins, the contractor shall immediately notify the CO of the personal conflict of interest. The contractor shall continue performance of this task order until notified by the CO of the appropriate action to be taken.

(d) The contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the CO.

H.12 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION

(a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this task order for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented

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relevant information to the Contracting Officer, the Government may terminate the task order for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this task order.

(e) The contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.13 ANNUAL CERTIFICATION

The contractor shall submit an annual conflict of interest certification to the Contracting Officer (CO). In the contractor's annual certification, the contractor shall certify that, to the best of the contractor's knowledge and belief, all actual or potential organizational conflicts of interest have been reported to EPA. In addition, in this annual certification, the contractor shall certify that it has informed its personnel who perform work under EPA contracts or relating to EPA contracts/task orders of their obligation to report personal and organizational conflicts of interest to the contractor. Such certification must be signed by a senior executive of the company and submitted in accordance with instructions provided by the CO. The initial certification shall cover the one-year period from the date of task order award, and all subsequent certifications shall cover successive annual periods thereafter, until expiration or termination of the task order. The certification must be received by the CO no later than 45 days after the close of the certification period covered.

H.14 EARNED VALUE MANAGEMENT REPORTING REQUIREMENTS

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in ANSI/EIA Standard - 748 (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in ANSI/EIA Standard - 748 (current version at time of award), the Contractor shall-

- (1) Apply the current system to the contract; and
- (2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

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(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at—

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance

approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require its subcontractors to comply with the requirements of this clause: [If applicable]

H.15 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE TASK ORDER

The Government has the unilateral right to extend the term of this task order for 3 additional 12-month periods of performance. If more than 60 calendar days remain in the task order period of performance, the Contracting Officer (CO) will transmit a written "Letter of Intent" notice to the contractor of the Government's intention to exercise the next optional period of performance. The "Letter of Intent" shall not obligate the Government to exercise the next option period. The CO will issue an SF 30 Modification to exercise the applicable task order option period of performance.

Task Order Periods of Performance

Option 1	January 1, 2015 - December 31, 2015
Option 2	January 1, 2016 - December 31, 2016
Option 3	January 1, 2017 - December 31, 2017

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H.16 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 calendar days.

H.17 AVAILABILITY OF FUNDS

The Government's obligation under this task order is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

H.18 TAX

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

H.19 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY

(a) Whenever collecting information under this task order, the contractor agrees to comply with the following requirements:

(1) If the contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The contractor shall identify the information according to source.

(2) If the contractor collects information from a State or local Government or from a Federal agency, the contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The contractor shall identify the information according to source.

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(3) If the contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the contractor shall identify itself, explain that it is performing work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer (CO).

(ii) Upon receiving the information, the contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the contractor initially submits the information to the appropriate program office, the contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this task order entitled "Treatment of Confidential Business Information" as if it had been furnished to the contractor by EPA.

(c) The contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The contractor agrees to include this clause, including this

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paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this task order that require the subcontractor to collect information

H.20 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION

(a) The Contracting Officer (CO), after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the contractor necessary to carry out the work required under this task order. The contractor agrees to use the CBI only under the following conditions:

(1) The contractor and contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the task order; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the CO all copies of the information, and any abstracts or excerpts therefrom, upon request by the CO, whenever the information is no longer required by the contractor for the performance of the work required by the task order, or upon completion of the task order.

(2) The contractor shall obtain a written agreement to honor the above limitations from each of the contractor's employees who will have access to the information before the employee is allowed access.

(3) The contractor agrees that these task order conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the contractor to the subcontractor. The contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this task order that require the furnishing of CBI to the subcontractor.

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H.21 TECHNICAL DIRECTION

(a) A Contracting Officer's Representative (COR) is the primary representative of the Contracting Officer authorized to provide technical direction. The CO will designate a Task Order COR (TOCOR) and an Alternate TOCOR for the task order.

(b) CORs are authorized to provide technical direction, subject to the limitations set forth below, only on his/her task order.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the task order statement of work. The COR or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, task order, work assignment

or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, task order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the task order.

(e) Technical direction will be issued in writing or oral, but all oral technical direction shall be confirmed in writing within five (5) calendar days. CORs must maintain copies of all technical direction and provide a copy to the CO upon the CO's request.

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H.22 KEY PERSONNEL

(a) The contractor shall assign to this task order the following key personnel:

(b)(4)

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An alternate contact for each Key Position shall also be identified, in the event the Government cannot communicate with Key Personnel.

(b) During the first 180 calendar days of performance, the contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The contractor shall notify the Contracting Officer (CO) within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 180 day period, the contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 30 calendar days prior to making any permanent substitutions.

(c) The contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The CO will notify the contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.23 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the contractor either in response to this request for task order proposal (TORFP) or pursuant to the provisions of this task order, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by responding to this TORFP with a submission or by a signature on the task order or other contracts, the contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

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(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both pre-award and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law,

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the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this task order that require the furnishing of confidential business information by the subcontractor.

H.24 PAPERWORK REDUCTION ACT

If it is established at award or subsequently becomes a task order requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.25 GOVERNMENT - CONTRACTOR RELATIONS

(a) The Government and the contractor understand and agree that the services to be delivered under this task order by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order between the Government and the contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

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(b) Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other contractors under other EPA contracts or task orders, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this task order do not require the contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services task order.

(d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this task order are not subject to Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

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(3) The contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the contractor for performance of this task order is contained in the provisions for payment under this task order.

(e) Notice. It is the contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer (CO) if the contractor believes that the intent of this clause has been or may be violated.

(1) The contractor should notify the CO in writing promptly, within 10 calendar days from the date of any incident that the contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The CO will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the CO will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the contractor what additional information is required, and establish the date by which it should be furnished by the contractor and the date thereafter by which the Government will respond.

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H.26 ACCESS TO COMPUTERS AT EPA FACILITY

After task order award, prior to the effective date of the task order and throughout the life of the task order, the contractor shall provide the names of all individuals that the contractor intends to employ on the task order along with the preliminary applicable paperwork to the TOCOR at least two weeks in advance of the individuals reporting to work at the facility so that the TOCOR can begin the badging process, obtain telephone connections and furniture, arrange for computer deployment and obtain appropriate signs to identify the spaces as being occupied by contractor personnel.

H.27 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (EP-S 00-02) (SEP 2000) DEVIATION

The Task-Order and Delivery-Order Ombudsman for this contract is:

Name: Susan Moroni
Address: 1200 Pennsylvania Avenue, N.W. 3801R
Washington, D.C. 20460
Telephone Number: (202) 564-4321
Facsimile Number: (202) 565-2473
E-Mail Address: <moroni.susan@epa.gov>

H.28 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property and attending meetings during the performance of this task order. The badges shall contain the individual's name and shall identify the personnel as contractor employees. When participating in any meeting either at the EPA facility or offsite, contractor employees must supplement any physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are contractor employees and not EPA. All contractor personnel, when working on EPA property, shall ensure that signs are clearly visible that identify them and their space as non-EPA employees.

H.29 FEDERAL HOLIDAYS

(a) The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

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New Year's Day

Martin Luther King's Birthday

Presidents' Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

(b) Any day designated as official Federal day off will also result in the closure of the facility.

(c) Early dismissal time off with pay provided to government personnel does not entitle contractor personnel to equivalent early dismissal time off with pay.

(d) In addition to the days designated above, the Government observes the following days:

Any other day designated by Federal Statute

Any day designated by Executive Order

Any other day designated by the President's Proclamation

Notwithstanding holidays and Government closures, the contractor shall perform in accordance with the terms established in the task order.

H.30 SPECIAL SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING RESPONSE SERVICES AND/OR WORK ON A FEDERAL FACILITY

(a) For purposes of this clause, the following definitions apply:

(1) Sensitive Activities: A "Sensitive Activity" is an activity that the Environmental Protection Agency (EPA) has determined to have significant security concerns. A Sensitive Activity will be identified by the Contracting Officer (CO) and can be a task, place, or position that the CO has determined to be of such sensitivity to the Agency that higher level suitability criteria must be met by the contractor's personnel before performance. Examples of

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Sensitive Activities are law enforcement activities, geographically sensitive locations such as military installations and government buildings, and certain IT activities.

(2) Suitability Criteria: "Suitability Criteria" refers to pertinent information obtained through background checks used to identify character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract, task order, delivery order or subcontract for EPA without undue risk to the interests of the Government.

(3) Contractor Responsibility: Contractors are responsible for performing background checks and applying the Government's suitability criteria, identified in paragraph (e)(2), before the individual employee(s) may perform task order services for the EPA that involve access to EPA's Intranet and meet the HSPD-12 criteria. Contractors shall provide only those employees that meet the Government's suitability criteria identified in paragraph (e)(2). Background checks must be performed only once by the successful awardee for the period of performance of the task order. The coverage of the background check must include, at a minimum, a check of criminal history through national, state, and county law enforcement jurisdictions. Additionally, the check must provide sufficient information to permit the contractor to apply the Government's suitability criteria. The contractor is responsible for completing a background check on each of his employees prior to the employees beginning work onsite. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning onsite work. At a minimum, the background check will include:

- (1) National criminal and civil records;
- (2) Credit report;
- (3) Social security number trace;
- (4) Verification of US citizenship, visa legal status or legal resident status;
- (5) Written inquiries to appropriate local law-enforcement agencies, former employers and supervisors;
- (6) Check of references